



Framework Agreement for Property Management Services and the Provision of Property Management Services in Leinster, Munster and Connacht/Ulster.

Volume 1: Invitation to Tender

National Transport Authority
Haymarket House
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August 2026

Important Notice

This Invitation to Tender (“**ITT**”) has been prepared for the purpose of providing certain information to entities submitting tenders in this competition (each a “**Tenderer**”) for the award of a framework agreement for the provision of property management services at various locations around Ireland (“**the Services**”). The Tender Documents must not be used for any other purpose.

The Tender Documents are being made available by the National Transport Authority (“the **Authority**”) to Tenderers on the terms set out in this ITT. The Tender Documents are not being distributed to the public nor have they been filed, registered or approved in any jurisdiction. Their possession or use in any manner contrary to any applicable law is expressly prohibited. Tenderers shall inform themselves concerning, and shall observe, any applicable legal requirements.

In no circumstances shall the Authority, their servants or agents incur any liability or responsibility arising out of or in respect of the issue of the Tender Documents. Any costs associated with the submission of a Tender or otherwise from participation in this competition are the sole responsibility of the Tenderer and will not be reimbursed.

The information contained in the Tender Documents has been prepared by the Authority in good faith but does not purport to be comprehensive or to have been independently verified. No reliance shall be placed on any information or statements contained herein, and no representation or warranty, express or implied, is or will be made in relation to such information. Without prejudice to the foregoing, neither the Authority nor any of its advisers, consultants, contractors, servants or agents shall have any liability or responsibility in relation to the accuracy, adequacy or completeness of such information or any statements made. For the avoidance of doubt, Tenderers should not assume that such information or statements will remain unchanged.

The Authority reserves the right to amend the Tender Documents, their requirements and any information contained in them at any time by notice, in writing, to the Tenderers.

Nothing in the Tender Documents is, nor shall be relied upon as, a promise or representation as to the ultimate decision of the Authority in relation to the award of the Framework Agreement or the award of any subsequent contract. the Authority reserves the right to take such steps in respect of the competition as are considered appropriate, including, but not limited to:

- changing the basis of, or the procedures (including the timetable) relating to, the tender process
- procuring the framework and any contract for the Services by other means
- rejecting any or all of the tenders
- not inviting a Tenderer to proceed further
- not furnishing a Tenderer with additional information, or
- abandoning the competition.

or do any combination of the foregoing or anything else deemed appropriate.

Any summaries or descriptions of documents or contractual arrangements contained in any part of the Tender Documents cannot be and are not intended to be comprehensive, nor any substitute for the underlying documentation (whether existing or to be concluded in the future), and are in all respects qualified in their entirety by reference to them. Neither the Authority nor any of its advisers, servants and/or agents accept any responsibility for the legality, validity, effectiveness, adequacy or enforceability of any documentation executed, or which may be executed, in relation to the Services.

No legal relationship or other obligation shall arise between the Tenderers and the Authority unless and until the Framework Agreement has been formally executed in writing by the Authority and the successful Tenderers or letters of acceptance have been issued to the successful Tenderers and any conditions precedent to the effectiveness of such documents have been fulfilled. The Authority shall not be obliged to

appoint any of the Tenderers to undertake the Services and the Authority reserves the right not to proceed with the award process and to withdraw from the process at any time.

No contract to be entered into with the successful Tenderers will contain any representation or warranty in respect of the ITT. The ITT is confidential and personal to each Tenderer. For further information please refer to section 3.7 below.

In this Important Notice, references to the Tender Documents include all information contained in the ITT including its Annexes as well as all accompanying documentation (including without limitation the Framework Agreement, the Contract and Schedules, and the Pricing Document), and information and opinions made available during the Tender Period by or on behalf of the Authority or their advisers, consultants, contractors, servants or agents in connection with the Tender Documents or the Services including, without limitation, the information made available in response to any queries.

Each Tenderer's acceptance of delivery of the Tender Documents constitutes its agreement to, and acceptance of, the terms set forth in this Important Notice.

1. Introduction

1.1. The contracting authority

- 1.1.1. The National Transport Authority (“**the Authority**”) is a statutory non-commercial body, which operates under the aegis of the Department of Transport.
- 1.1.2. The Authority was established on foot of the Dublin Transport Authority Act 2008. Originally conceived as a transport authority for the Greater Dublin Area under the 2008 Act, it was renamed the National Transport Authority in the Public Transport Regulation Act 2009. The 2009 Act, the Taxi Regulation Act 2013, and various statutory instruments have greatly extended the Authority’s functions and geographic remit.
- 1.1.3. In broad terms the Authority’s statutory functions can be summarised as follows:
 - Procure public transport services by means of public transport services contracts;
 - Provide integrated ticketing, fares and public transport information;
 - Develop an integrated, accessible public transport network;
 - License public bus passenger services that are not subject to a public transport services contract;
 - Manage the Rural Transport Programme and the successor structure of Transport Co-ordination Units;
 - Provide bus infrastructure and fleet and cycling facilities and schemes;
 - Develop and implement a single public transport brand;
 - Develop and maintain a regulatory framework for the control and operation of small public service vehicles (taxis, hackneys and limousines) and their drivers;
 - Regulate the clamping of vehicles in statutory and non-statutory clamping places;
 - Prepare statutory submissions on Regional Planning Guidelines;
 - Collect statistical data and information on transport;
 - Enforce EU passenger rights in rail, maritime and bus and coach transport;
 - Validate EU authorisations and journey forms in relation to bus and coach travel in accordance with EU Regulation No. 1073/2009; and
 - Operate as the national conciliation body for electronic toll service providers.

1.2. Procurement procedure

- 1.2.1. This procurement process is being conducted in accordance with the open procedure under S.I. No. 286/2016 - European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (Ireland).

1.3. Tender Documents

- 1.3.1. The Tender Documents comprise:
 - Volume 1: Invitation to Tender (including its Annexes)
 - Volume 2: Framework Agreement
 - Volume 3: Contract
 - Volume 4: Contract Schedules
 - Volume 5: Pricing Document

1.4. Summary description of the Services

- 1.4.1. This section outlines the Services which may be procured by the Authority under the Framework Agreement. The list of service elements forming the Services are indicative only, are not exhaustive and are subject to change. All or part of the following services may be required, together with any

ancillary services which may be inferred therefrom or be necessary to carry out the services listed below.

- 1.4.2. The scope of services that may be required pursuant to the Framework Agreement includes the management of various properties, including (but not limited to):
- all necessary mobilisation activities to prepare for the performance of the Services;
 - development and maintenance of asset registers;
 - development and maintenance of a computer-aided facilities management system;
 - development of annual maintenance plans;
 - planned preventative maintenance (including cleaning and pest control) of buildings, facilities, plant and equipment, landscaping, and winterisation activities in accordance with the annual maintenance plan;
 - corrective maintenance (including cleaning and repair of vandalism damage) of buildings, facilities, plant and equipment as required to ensure continued operation of the facility at the property;
 - planned and corrective maintenance of bus stops, including platforms, shelters and bus poles and flags (including cleaning and repair of vandalism damage);
 - maintenance of records and reports;
 - all necessary demobilisation activities to prepare for the handover of the Services to a subsequent supplier.
- 1.4.3. The Services shall be provided to achieve the performance standards set out in the Contract.
- 1.4.4. The above description of the Services is a summary only, and Tenderers are directed to read the Contract and its Schedules for a full description of the Services, and prepare their Tenders based on all of the provisions of the Contract and Schedules.
- 1.4.5. The extent of the Services to be performed at each particular property will be set out in the tender documents for contracts to be awarded pursuant to call-off competitions conducted in accordance with the Framework rules.

1.5. Indicative Tender Timetable

- 1.5.1. The indicative timetable for the tender process is as set out in Table 1 below:

Table 1 Indicative Timetable

ACTIVITY	ACTION BY	DATE
Issue of the Tender Documents	The Authority	5 th August 2026
Site visit	The Authority and Tenderers	To be confirmed during the tender period
Closing date for submission of requests for clarification in relation to the Tender Documents	Tenderers	As per eTenders
Deadline for submission of Tenders	Tenderers	As per eTenders
Award of Framework Agreement and Initial Contracts	The Authority	October 2026

- 1.5.2. While the Authority will make every effort to maintain this timetable, it reserves the right at its full discretion to amend, reduce or extend the timetable.

1.6. Tenderer's contractual arrangements

- 1.6.1. It is recognised that the Tenderer may need to enter into a number of different contractual arrangements in order to fulfil its obligations under the Framework Agreement and the Contract. Subject to any constraints imposed by the Framework Agreement or the Contract, the exact form of such arrangements is left to Tenderers' discretion.

1.7. Defined terms

- 1.7.1. In this ITT:

"Contract" means the form of the contract included with this Invitation to Tender which will apply to contracts awarded pursuant to the Framework Agreement (including the Initial Contracts), and which is subject to completion with details of relevant parties and Tender information;

"Evaluated Tender Price" means the total identified as the evaluated tender price in the Pricing Submission;

"Framework Agreement" means the form of the framework agreement included with this Invitation to Tender to be entered into between the successful Tenderers and the Authority, which is subject to completion with details of relevant parties and Tender information;

"Framework Period" means the duration of the Framework Agreement as set out in section 2.2;

"Group" means a Tenderer which consists of more than one Member;

"Initial Contract(s)" means each of the contracts for property management services for Leinster, Munster and Connacht/Ulster to be awarded in conjunction with the award of the Framework Agreement;

"Initial Contract Tender Price" means the total identified as the tender price for an Initial Contract in the Pricing Submission;

"Member" means each party in a Group;

"Participant" means a party appointed to the Framework Agreement pursuant to this tender process;

"Pricing Submission" means the submission being made by a Tenderer in respect of its costs to provide the Services (comprising Volume 5 of the Tender Documents as completed by the Tenderer);

"Quality Submission" means the Tenderer's responses to the tender submission requirements set out in section 6.5 in respect of its proposals to provide the Services (comprising the completed Annex 2 Part E and Part F of this ITT).

"Services" means the services to be performed under any Contract;

"Tender" means the tender submitted by the Tenderer in response to this ITT comprising the Quality Submission and the Pricing Submission.

- 1.7.2. In this ITT unless otherwise specified:

- a reference to a section or a paragraph or an Annex is a reference to a section of or a paragraph of or an Annex to this ITT;
- references to a "person" shall be construed to include any individual firm, company, government body or any joint venture association or partnership (whether or not having separate legal personality);

- a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been or may from time to time be amended, modified or re-enacted;
- the use of the terms "including" "include" "in particular" or other similar expression shall be construed as illustrative and shall not limit the sense or meaning of the words preceding those terms; and
- reference to the singular include the plural and vice versa.

2. The Framework Agreement

2.1. Numbers to be admitted

- 2.1.1. The Authority intends to enter into the Framework Agreement with the five highest scoring Tenderers, subject to that number meeting the minimum qualification criteria and rules.

2.2. Framework Period

- 2.2.1. The Framework Agreement will be for a period of 8 (eight) years. Contracts awarded within the Framework Period may continue after that period. It is anticipated that contracts will be for a period of 3 (three) years, with an option to extend for up to a further 1 (one) year.

2.3. Initial Contracts

- 2.3.1. It is intended that three Initial Contracts will be awarded in conjunction with award of the Framework Agreement, for property management services in Leinster, Munster and Connacht/Ulster.
- 2.3.2. The scope of work to be provided by the successful Tenderer for the three Initial Contracts is described in Annexes A, B and C to Schedule 1 to the Contract. Where the Initial Contracts are awarded to different Tenderers, only the relevant Annex will be attached to each Contract.
- 2.3.3. The Initial Contracts will be for a period of 3 years, with an option to extend for up to a further 1 year.
- 2.3.4. Tenderers shall indicate the Initial Contracts that they wish to be considered for, by completing Annex 2 Part B of this ITT.

2.4. Awarding further Contracts under the Framework Agreement

- 2.4.1. When the Authority decides to procure property management services under the Framework Agreement, the Authority will send each Participant a written invitation to tender.
- 2.4.2. Participants wishing to be considered for a contract must submit a tender complying with such invitation to tender. Tenders must propose prices that are consistent with the Participant's tender proposal for the Framework Agreement, as may be adjusted in accordance with the Framework Agreement.
- 2.4.3. The award criteria for Contracts awarded under the Framework Agreement will be as follows (with the range of weighting given in brackets):
- Quality (0% - 60%)
 - Price (40% - 100%)

The above criteria are not listed in order of importance. the Authority may attach different weightings to them for different contracts, depending on the particular requirements, and will indicate the weightings in the invitation to tender.

- 2.4.4. Further details in relation to this process are given in the Framework Agreement.

2.5. Terms and conditions

- 2.5.1. The framework agreement to be entered into by the Authority and the successful Tenderers shall be on the terms of the Framework Agreement, in the latest version circulated before the deadline for the submission of Tenders.
- 2.5.2. Any contracts awarded pursuant to the Framework Agreement, including the Initial Contracts, shall

be on the terms of the Contract in the latest version circulated before the deadline for the submission of Tenders.

- 2.5.3. If a Tenderer wishes to raise particular comments on aspects of the Framework Agreement or the Contract, such comments must be raised by way of Tender queries in accordance with the query process set out in section 3.4.
- 2.5.4. The Authority reserves the right to update or alter the Framework Agreement and the Contract, including to deal with responses to clarifications arising during the Tender Period.
- 2.5.5. All Tenders must be based on the terms and conditions set out in the form of Framework Agreement and the form of Contract (to include its Schedules) most recently circulated by the Authority in advance of the tender deadline. Tenderers should not attempt to propose amendments to the Framework Agreement or the Contract in their Tenders and any attempt to do so could be treated as a qualified offer and the Tender may be rejected.

2.6. Estimated value

- 2.6.1. The value of purchases pursuant to the Framework Agreement is expected to be €22,871,380 (excluding VAT). However, there is a reasonable likelihood that similar requirements could be required to support other new bus routes and bus depot facilities which are unknown at this time and thus the total value of purchases pursuant to the Framework Agreement may be up to a maximum of €26,302,086 (excluding VAT) over the duration of the Framework Agreement. These figures are provided for indicative purposes only and there is no guaranteed expenditure under the Framework Agreement.

2.7. Right to purchase outside of the Framework Agreement

- 2.7.1. The Framework Agreement shall be on a non-exclusive basis, and the Authority makes no commitment to purchase any Services pursuant to the Framework Agreement. For the avoidance of doubt, the Authority reserves the right to purchase such Services outside of the Framework Agreement.

3. Conditions of Tendering

3.1. Overall Approach

- 3.1.1. Tenderers are invited to submit Tenders following which the Authority will, subject to its rights and discretions as set out in the ITT, assess the Tenders submitted and proceed to award the Framework Agreements and the Initial Contracts.
- 3.1.2. Tenders shall be prepared and submitted in accordance with the requirements set out in this ITT and on the basis of the terms and conditions of the Framework Agreement and the Contract. Tenderers must ensure that they fully understand the tender requirements. Where a Tenderer does not fully understand these requirements, the query procedure set out in section 3.4 should be utilised.
- 3.1.3. The Authority intends, following this tender process, to appoint the 5 (five) Tenderers submitting the highest scoring Tenders to the framework, subject to that number meeting the minimum qualification criteria and rules, and to award the Initial Contracts separately to the Tenderers who are appointed onto the framework agreement that submit the most economically advantageous Tenders for each Initial Contract, but does not bind itself to do so.

3.2. Compliance and Qualification

- 3.2.1. Tenderers must fully comply with these conditions of tendering and the Tender Documents, and any subsequent amendments and clarifications issued during the tender period, when preparing their Tenders and participating in this procurement procedure. Tenders must not be qualified, including in relation to the Framework Agreement or the Contract. Tenders must not include or be accompanied by any statement that could be construed as rendering the tender equivocal or placing it on a different footing from other tenders (including by expressing that the Tender is contingent on any stated assumptions, including assumptions related to the award of more than one Initial Contract). Any Tender that is qualified or contingent on assumptions may be rejected.
- 3.2.2. Without prejudice to the Authority's other rights, if a Tenderer fails to comply in any respect with the requirements set out in these conditions of tendering or provides a Tender not in compliance with the Tender Documents, the Authority will be entitled at its absolute discretion (but shall not be obliged) to take such steps as it considers appropriate including but not limited to the following:
 - to reject the relevant Tender as non-compliant or qualified; or
 - without prejudice to the Authority's right to reject the Tender:
 - to meet with, raise issues, and/or seek clarification from the Tenderer in respect of the relevant Tender either by written communication using the eTenders system or by a meeting, which may be face to face or online, at a time and in a place of the Authority's choosing;
 - to request the Tenderer to provide the Authority with information or items which have not been provided or have been provided in an incorrect form and to set deadlines for the provision of such information or items;
 - to discuss and agree an amendment to the relevant Tender with the Tenderer;
 - to waive a requirement which, in the opinion of the Authority, is minor, procedural, or non-material;
 - to amend the relevant requirement of the Tender Documents and invite the other Tenderers to adjust their respective Tenders on the basis of such revised requirement.

subject always to the Authority being satisfied that the course of action is compatible with the principles of equal treatment, proportionality and/or transparency.

- 3.2.3. If a Tenderer is unwilling to amend their Tender to the acceptance of the Authority, then the

Authority may reject the Tender.

- 3.2.4. For the avoidance of doubt, Tenderers are permitted to submit a single Tender only and variant Tenders will not be permitted.

3.3. Exclusion from Participation in the Tendering Procedure

- 3.3.1. Subject always to the provisions of Regulation 89 of the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (Ireland) (S.I. No. 286/2016) and the requirements of applicable law (including provisions relating to self-cleaning where relevant):

- a Tenderer shall be excluded from participation in the competition if any of the conditions specified in Regulation 57 (1), 57(2), or 57(3) of SI 284 of 2016 apply to the Tenderer or any Member of the Tenderer, or any entity being relied upon for the purposes of this competition;
- a Tenderer may be excluded from participation in this competition if any of the conditions specified in Regulation 57(4) or 57(8) apply to the Tenderer or any Member of the Tenderer or any entity being relied upon for the purposes of this competition;
- they may be excluded from this competition in accordance with any applicable measures adopted under the International Procurement Instrument (if any) or any decision by the European Commission pursuant to the Foreign Subsidies Regulation (Regulation 2022/2560) requiring their removal; and
- they may be excluded from this competition if any applicable sanctions regime would prevent the Authority from entering into the Contract with the Tenderer.

- 3.3.2. Tenderers must declare by completing Annex 2 Part C of this ITT that either no grounds for exclusion pursuant to Regulation 57 of SI 284 of 2016 apply (or that where such grounds do apply, the Tenderer has taken measures which are deemed by the Authority to be sufficient to demonstrate its reliability). Similarly, the Tenderer has provided information in relation to its position with regard to sanctions.

- 3.3.3. Any change to a Tenderer's status (including where any of the grounds in Regulation 57 become applicable to the Tenderer, any Member of the Tenderer or any entity relied upon) must be brought to the Authority's attention as soon as it becomes apparent. Tenderers must notify the Authority in writing and provide details of same, as well as any information requested by the Authority. In such circumstances the Authority will consider whether the circumstances which have been notified should lead to elimination of the Tenderer from this competition.

- 3.3.4. The Authority reserves the right to exclude any Tenderer from the competition should the Authority be of the view that entry into any contract with such Tenderer (bearing in mind any consortium Members or entities relied upon) be contrary to any applicable law or regulation, including any applicable sanctions regime. Tenderers are required to disclose in their Tender any issues giving rise to possible sanctions application.

3.4. Communications

- 3.4.1. Tenderers are required to comply with the following communications protocol when submitting queries and other communications during the tender process.

- Any questions, queries, or requests for further information regarding the Tender Documents shall be submitted in writing via the messaging system on the eTenders website associated with this competition. Where appropriate, subject to the discretion of the Authority, responses will be circulated to all Tenderers, while preserving the anonymity of the organisation raising the matter;

- The Authority will endeavour to respond to all reasonable queries and requests received before the Deadline for the Authority to respond to requests for clarification, specified in Table 1 in section 1.5, but does not undertake to respond to all queries/requests received. The Authority is under no obligation to respond to queries received after the last date for Requests for Clarification specified in Table 1, but may elect to do so at its sole discretion.
- All queries and responses will be circulated to all Tenderers save where Tenderers have marked their requests for clarification or further information “Confidential – not to be circulated to other Tenderers”. Where a query or request is marked Confidential, a justification for the marking is to be included. Subject to its absolute discretion, the Authority may respond to that specific request privately, providing that the principle of equal availability of relevant information to all Tenderers is not breached. In the event that the Authority is of the view that it is not appropriate to respond privately, the Authority will ask the relevant Tenderer either to retract the query or to remove its confidentiality requirement. Where, notwithstanding retraction or withdrawal of a query by a Tenderer, the Authority is of the view that the information which would be provided by way of response is of relevance to other Tenderers, the Authority may elect to respond to the query by way of circular sent to all Tenderers (provided that the query will be sanitised in advance of circulation);
- The Authority does not accept responsibility for any communications issued by it which are missed or not received by Tenderers, or for communications issued by Tenderers which are not received by the Authority.
- Information provided by or on behalf of the Authority in response to queries or enquiries which, in the opinion of the Authority or its advisers, is likely to be of material interest to the other Tenderers, will be shared with all Tenderers on an equal access basis. However, the Authority shall be under no obligation to make information available where to do so would, in the reasonable opinion of the Authority, significantly prejudice the position of the Tenderer originally seeking information in the context of this competitive process; and

- 3.4.2. Except in so far as may be directed in writing by the Authority, no agent or servant in its employ has any authority to make any representation or give any explanation to Tenderers as to the meaning of the Tender Documents or to any other matter so as to bind or fetter the discretion of the Authority. Tenderers must not communicate with any servant, employee, or agent of the Authority except as provided for in these Instructions.

3.5. Interpretation, Ambiguity, Discrepancy, Error, Omissions, and Clarifications

- 3.5.1. Tenderers shall ensure that they have all the information required for the preparation of their Tenders and satisfy themselves about the correct interpretation of terminology used in the Tender Documents. Tenderers shall ensure that they are fully conversant with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 3.5.2. If a Tenderer becomes aware of any ambiguity, discrepancy, error, or omission in the Tender Documents, they must immediately notify the Authority via the query procedure set out in section 3.4, even after the deadline for queries has expired. Following receipt of such notification, the Authority will notify all Tenderers of any amendments to the Tender Documents it considers necessary.

3.6. Data Protection

- 3.6.1. The successful Tenderer will have to comply with applicable Data Protection Laws. In particular, Tenderers should note that it is a condition of the Framework Agreement that personal data is not transmitted outside of the European Economic Area without the prior written consent of the Authority.

- 3.6.2. In addition, Tenderers are directed to the Data Protection Notice set out in Annex 4 which applies to information provided by or on behalf of the Tenderer at any stage of this competition. Tenderers are required to ensure that data subjects whose personal data is provided have:
- consented to the processing of such personal data by the Tenderer, the Authority, the evaluation team and the supplier of the etenders.gov.ie website, for the purposes of their participation in this competition; or
 - that they otherwise have a legal basis for providing such personal data to the Authority for the purposes of their participation in this competition, and that they will provide evidence of such consent and/or legal basis to the Authority upon request.

3.7. Confidentiality

- 3.7.1. Tenderers shall treat the Tender Documents and any information given to them by the Authority as private and confidential. Tenderers shall not disclose the fact that they have been invited to tender or release details of the Tender Documents or information relating thereto other than in accordance with the law or on a strictly confidential basis to such persons whom the Tenderer needs to consult for the purpose of preparing their Tender. Tenderers shall not copy or distribute any of the Tender Documents externally without obtaining the prior written consent of the Authority.
- 3.7.2. Tenderers shall not undertake (or permit to be undertaken) any publicity activity in relation to this tendering procedure except where they have obtained the written agreement of the Authority to publicity activity being undertaken and have obtained the Authority's written agreement in relation to the content of such publicity. For the purposes of this section, 'publicity' includes all written and spoken media, and therefore includes radio, television, newspapers, trade and specialist press, the internet, social media, a Tenderer's own publicly accessible statements, and any other medium which is accessible by the public.
- 3.7.3. The Tenderer must procure that its personnel and all other of its employees having access to the Tender Documents are subject to the same obligations as set out in this section with respect to the Tender Documents and must take all reasonable steps to ensure that its personnel and employees are made aware of and perform such obligations.
- 3.7.4. Tenderers shall comply promptly with any condition issued by the Authority and undertake to destroy, permanently delete or return the Tender Documents and any information given to them, and to confirm in writing to the Authority once such condition has been complied with.
- 3.7.5. The Tenderer may disclose the Tender Documents:
- if and to the extent required by law or for the purpose of any judicial inquiry or proceedings
 - to its professional advisers, auditors and bankers, or
 - if and to the extent that the Authority has given prior written consent to the disclosure.
- 3.7.6. The Authority is entitled to publicise or disclose to any person any information about this tender competition, including the identity of the Tenderers and details of their respective Members, the Services, the tender process or the award of the Framework Agreement and the Initial Contracts (including, without limitation, details of the tender prices) at any time.

3.8. Cost of Tendering

- 3.8.1. Each Tenderer's costs of participating in this process, howsoever or whensoever incurred, will be the sole liability of that Tenderer. Neither the Authority nor its officers, employees, or advisers have any responsibility for Tenderers' costs or losses in connection with this competition. the Authority is not responsible for and will not pay for any expense incurred or loss suffered by a Tenderer in the preparation or submission of its Tender including, without limitation, any expense incurred, or loss suffered as a consequence of:

- the Authority undertaking any of the actions referred to in this ITT;
- any subsequent development of its Tender;
- negotiations with the Authority in connection with the possible award of the Framework Agreement or the Initial Contracts; or
- otherwise as a result of its participation in the tendering process whatsoever or however arising.

3.9. Collusion and canvassing

- 3.9.1. The Competition Acts 2002 - 2022 (as amended) make it a criminal offence for Tenderers, including directors and managers of companies, to collude on prices or terms in a public tender procedure.
- 3.9.2. If a Tenderer is found to have offered to give or to have agreed to offer or give to any person any bribe, gift, gratuity, commission or consideration of any kind, or any inducement or reward for taking or forbearing to take any action in relation to the obtaining of its Tender, or for showing or forbearing to show any favour or disfavour to any person in relation to its Tender, the Tender submitted by such Tenderer may be rejected and the circumstances surrounding such action will be referred to the appropriate authorities.
- 3.9.3. Any attempt by a Tenderer to influence the process of Tender evaluation or award of the Framework Agreement or a Contract, including the Initial Contracts, through canvassing or other means may result in that Tender being rejected. Tenderers are advised that the use of improper influence may also result in a Tender being rejected. Examples of such improper influence may include collusion, price fixing, tender rotation, market division or contacting persons in the Authority, any of its advisers, a Government Department or a member of a political party.

3.10. Conflicts of interest

- 3.10.1. Any conflict of interest or potential conflict of interest must be fully disclosed to the Authority as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Authority shall, in its absolute discretion, decide on the appropriate course of action.
- 3.10.2. Without prejudice to the foregoing, any registrable interest, involving the Tenderer and the Authority, members of the Board of the Authority, members of the Government, members of the Oireachtas or employees of the Authority or their relatives must be fully disclosed in the Tender, or should be communicated to the Authority immediately upon such information becoming known to the Tenderer, if later. The terms 'registrable interest' and 'relatives' shall be interpreted in line with the Ethics in Public Office Act 1995.

3.11. Tender Validity Period

- 3.11.1. It is a condition of submission of a Tender that such Tender remains open for acceptance by the Authority for the period set out in the Form of Tender.

3.12. Freedom of Information Act Requirements

- 3.12.1. The Authority is subject to the provisions of the Freedom of Information Acts and the Access to Information on the Environment Regulations, allowing public access to information held by public bodies.
- 3.12.2. If Tenderers consider that any of the information they provide in response to this procurement procedure should not be disclosed on the basis that it is deemed to be commercially sensitive, is personal in nature or is confidential information that relates to matters affecting the Tenderer's business, or otherwise, Tenderers must, when providing the information, clearly identify the specific information they consider should not be disclosed and clearly specify the reasons. It is not

sufficient for a Tenderer to include a statement that all records provided are commercially sensitive, personal and/or confidential in nature. Where a Tenderer considers that none of the information supplied as part of the Tender is sensitive, the Tenderer should make a statement to that effect and include it as part of its Tender. Statements under this section shall be by way of letter from the Tenderer appended to the Form of Tender.

- 3.12.3. The Authority will have regard to such a statement in considering any request for access to records/information held by it where a request for disclosure of a Tenderer's records is received. the Authority may, however, decide to disclose the records despite the Tenderer's stated position. In this regard, the statutory requirements of FOI Act and AIE Regulations will in all circumstances supersede the statements provided by Tenderers. The Office of the Information Commissioner, the Office of the Commissioner for Environmental Information and in turn the Irish Courts, and where applicable the European Courts, shall have exclusive jurisdiction in relation to any disputes arising from the potential release of procurement related records.

3.13. Late Tenders

- 3.13.1. It is the Authority's policy to open Tenders promptly after the closing date for receipt of Tenders. The Irish Government's www.etenders.gov.ie website will not allow for the upload of Tender Submissions past the submission deadline. Tenderers are fully responsible for the timely upload of their Tender Submission to eTenders. Tenderers must ensure that they give themselves sufficient time to upload all the required tender documentation before the tender deadline. Tenderers should take into account that upload speeds may vary.
- 3.13.2. The Authority reserves the right to accept a late Tender but only under exceptional circumstances outside of the control of the Tenderer (and such decision shall be entirely at the discretion of the Authority).

3.14. Independent enquiries and prior knowledge

- 3.14.1. The Authority reserves the right to make independent trade, credit and security enquiries about Tenderers before identifying the most economically advantageous tenders or awarding the Framework Agreement, the Initial Contracts, or any subsequent contract. Tenderers may be requested to provide financial and trade references as well as further biographical details of key personnel for this purpose.
- 3.14.2. Tenderers must not make assumptions that the Authority or any of their respective advisors has prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their tender (as may be clarified in accordance with the provisions of this ITT).

3.15. Governing Law

- 3.15.1. Irish law is applicable to these Tender Documents. The Irish courts have exclusive jurisdiction in relation to any disputes arising in connection with this competition or in connection with these Tender Documents.

4. Site Visit

4.1. Inspection of site

- 4.1.1. Tenderers should inspect the sites for the Initial Contracts in order to ascertain all local conditions and restrictions likely to affect the performance of the Services. This site visit should be carried out as early as possible. the Authority will facilitate visits for Tenderers to inspect the sites.
- 4.1.2. Tenderers are advised that only persons authorised in writing by the Authority may access working construction sites not open to the public, and such persons shall carry suitable ID and a copy of their authorisation letter at all times during the visit. Authorisation letters may be requested from the Authority via the eTenders mailbox, specifying the names of all persons requiring access to the sites. Such requests should be marked “Authorisation for Site Visit”. The Authority may seek such further information as it may deem relevant for the purpose of considering such requests. Tenderers and those authorised on their behalf, must act in accordance with the authorisation letter and all instructions given by the contractor in charge of the site (“**the Contractor**”).
- 4.1.3. It is a condition precedent to the provision of an authorisation letter that the Tenderer must provide evidence of suitable public and employer’s liability insurance containing a specific indemnity in favour of the Authority and the Contractor against any and all loss and or claims for damage occasioned by the Tenderer in the course of the site visit (subject to the Authority’s right to waive or vary this requirement at its discretion).
- 4.1.4. During site visits there will be no opportunity to discuss any aspect of the Tender Documents, the Framework Agreement, the Initial Contracts or the Contract. Tenderers shall not rely on any response given by the Authority or any other party during a site visit unless that response has been confirmed in writing, having been submitted under the procedure in section 3.4.

5. Submission of Tenders

5.1. Deadline for receipt of Tenders

- 5.1.1. The deadline for receipt of Tenders is as stated on the e-tenders notice. The onus is on Tenderers to ensure their Tender has been received prior to the specified deadline. Tender submissions will not be accepted after the deadline.

5.2. Uploading of Tenders

- 5.2.1. Tenders must be uploaded via the eTenders tender submission facility.
- 5.2.2. Tenderers must allow sufficient time before the closing date and time to upload their Tender, taking into account the fact that upload speeds vary. Please note that there is a maximum file size associated with upload and Tenderers should consult eTenders to ensure that they are familiar with submission requirements. The Tenderer is solely responsible for uploading their Tender. For advice on tender submissions Tenderers should visit the Help section of <https://www.etenders.gov.ie/>

5.3. The Tender Submission

- 5.3.1. The Tender submission shall consist of the following documents duly completed by the Tenderer:
- The completed Form of Tender as set out in *Annex 1 – Form of Tender*;
 - The completed Annex 2 to this ITT, including:
 - Part A – Details of Tenderer;
 - Part B – Initial Contracts;
 - Part C – Exclusionary Criteria;
 - Part D – Financial and Technical Standing;
 - Part E – Framework Agreement Quality Submission, consisting of the Tenderer's response to the "Tender Submission Requirements" set out in Table 2 in section 6.5 of this ITT;
 - Part F – Initial Contracts Quality Submission, consisting of the Tenderer's response to the "Tender Submission Requirements" set out in Table 3, Table 4 and Table 5 in section 6.6 of this ITT;
 - The Tenderer's Pricing Submission, consisting of the completed *Volume 5 – Pricing Document*;
 - Statement in relation to Freedom of Information requirements as required by paragraph 3.12.2.
- 5.3.2. The Form of Tender at Annex 1 must be submitted with the Tender. This form must be completed and signed by a person authorised to bind the Tenderer. The Form of Tender shall be signed or sealed in whatever manner is usual and legally permissible for the Tenderer to effect binding contracts. The name of each person signing shall be typed or written in block capitals below his/her signature. The official capacity or authority of the persons signing shall also be shown. No additional items shall be inserted in the Form of Tender and no alterations may be made to the Form of Tender.
- 5.3.3. Tenderers may elect to complete the European Single Procurement Document ("ESPD") attached at Annex 3 as an alternative to sections A and C of Annex 2. However, for the avoidance of doubt, sections B, D and E of Annex 2 must be completed by all Tenderers, and the ESPD on its own will not suffice.

- 5.3.4. The completed Pricing Document must be clearly identifiable and uploaded separately from the remainder of the Tender in the Excel format provided. Tenderers shall follow the instructions in the Pricing Document. Failure to complete the Pricing Document in full and to quote on this basis may result in the Tender being excluded from consideration.
- 5.3.5. Documents provided as part of Tenders shall be provided in .pdf format unless otherwise specified by this ITT. Where a document is provided in .pdf and another format, the .pdf version is taken as correct in the event of any discrepancy or ambiguity.
- 5.3.6. The Authority is not responsible for corruption in electronic documents. Tenderers should ensure that their Tenders are legible and not corrupt.
- 5.3.7. Supplementary documents which are not explicitly requested should not be provided as part of a Tender and may be disregarded by the Authority.
- 5.3.8. All elements of the Tender submission must be consistent. For example, any proposals made in the Quality Submission must be fully costed in the Pricing Document. The Authority reserves the right to raise clarifications where it is satisfied that it would be appropriate to do so, but is not obliged to do so.

5.4. Currency

- 5.4.1. The Pricing Form shall be completed in Euro (€) exclusive of Value Added Tax.

5.5. Language

- 5.5.1. All correspondence in relation to this tender procedure, the Framework Agreement, any contract including the Initial Contracts if awarded, will be in English. All Tenders, supporting documents and correspondence must be in English. In circumstances where an original document which is to form part of the tender submission or correspondence with the Authority is not in the English language, the Tenderer must provide an accurate English translation together with a copy of the document in the original language. In exceptional circumstances accurate English language summaries of original documents may be acceptable by agreement with the Authority provided such agreement is sought before the final closing date for Tenderers' queries/requests for information indicated in the timetable set out in Table 1 in section 1.5. In any event, it is the responsibility of the Tenderer to ensure that all elements of its Tender are clear and understandable.

5.6. Page limits

- 5.6.1. Tender responses shall be provided in Arial font, 11 point. Smaller text may be used in diagrams, illustrations, tables, headers, and footers but shall not be less than 8 point. Text shall be single spaced. Margins shall be a minimum of 2.0 cm on each edge of the page. Headers and footers, including page numbering, are permitted.
- 5.6.2. Page limits are set out in Table 2,3,4 & 5, and are expressed in sides of A4 unless specified otherwise. Tenderers may use sizes other than A4 in their submission, but they are counted in A4 equivalents – therefore a side of A3 equals two sides of A4. If a response is supported by supplementary information such as tables, flowcharts, diagrams or pictures, this will be counted within the page limits. Where a Tenderer submits more pages than is permitted in any criterion response the excess above the permitted limit will not be considered in the Tender evaluation.
- 5.6.3. It is at the Tenderer's discretion to decide the number of pages required to provide their response, but they must not exceed the maximum number of pages stated for each technical

criterion response.

- 5.6.4. Tenderers are not permitted to cross refer between their responses to each of the award criteria. Each response to each criterion must be self-contained.

5.7. Groups

- 5.7.1. It is recognised that a Tenderer may decide to tender jointly with others (for example, as a Group) and that such Tenderer will therefore consist of more than one Member. Where this is the case, each Member must supply the information required in Parts A, C and D of Annex 2 to the extent specified in Annex 2. Tenderers' attention is drawn to the fact that the failure to provide the requested information as it relates to each Member to the extent required in Annex 2 may result in their exclusion from the procurement process.
- 5.7.2. If a Tender is submitted by a Group, then such parties, if the Tender is accepted, may be required at the absolute discretion of the Authority to assume such legal form by incorporation, partnership or otherwise, as will entitle them to contract as a single entity. The Lead Member (as identified in Part A of Annex 2) will be required to be liable for the full performance of the Services (with other Members of the Group, acting as sub-contractors, entering into collateral warranties with the Authority, if required by the Authority), although the Authority reserves the right to require the Group to contract on any other basis that the Authority considers appropriate, including on the basis of joint and several liability.
- 5.7.3. Tenderers may not alter or change their legal composition or amend the parties that form the Group without the prior written consent of the Authority and the decision of the Authority shall be final in this regard. The Authority reserves the right to request additional information to satisfy itself that the Group in its amended form continues to satisfy the qualification criteria.

5.8. Reliance on resources

- 5.8.1. Where, in order to demonstrate it meets the minimum Financial and Technical Standing criteria, a Tenderer or a Member of a Tenderer wishes to rely on the resources of entities or undertakings with which it is directly or indirectly linked, whatever the legal nature of those links may be (including, for example, but not limited to, reliance on a parent company's resources), the following apply:
- to the extent that the Tenderer intends to complete the ESPD, it must submit a completed ESPD for each such entity; or
 - to the extent that the Tenderer does not intend to complete the ESPD, it must ensure that details of the relevant entities being relied upon are entered in Part A of Annex 2, and that Parts C and D of Annex 2 are completed for each such entity.
- 5.8.2. The Tenderer must include with its Tender a letter from such other entity confirming that it is committed to providing the necessary resources. A guarantee from such entity may be required as a condition of award of the Framework Agreement or any Contract. If availability of resources being relied upon is not established to the satisfaction of the Authority, the Authority will assess the Financial and Technical Standing of the Tenderer without taking into account the resources of the entity being relied on.

6. Evaluation and award process

6.1. Tender Evaluation Stages

6.1.1. The Tender evaluation process will be divided into five stages (although for the avoidance of doubt, the Authority reserves the right to conduct these stages in a different order or in parallel):

- **Stage 1 – Completeness and compliance assessment**

All Tenders will be subject to a completeness and compliance assessment in accordance with section 6.2, confirming the Tenders meet the requirements of the Tender Documents.

- **Stage 2 – Conditions justifying exclusion**

Tenderers not eliminated following Stage 1 will have their responses to Part C of Annex 2 checked with regard to whether any of the conditions justifying exclusion are applicable to the Tenderer. Tenderers who do not comply may be eliminated in accordance with section 6.3 and will not proceed to Stages 3, 4 or 5 of the Tender evaluation process.

- **Stage 3 – Minimum qualification criteria**

Tenderers not eliminated following Stage 2 will have their responses to Part D of Annex 2 evaluated to ensure that the Tenderer meets the minimum qualification criteria as described in section 6.4. Tenderers who do not meet the minimum qualification criteria will be eliminated and will not proceed to Stages 4 or 5 of the Tender evaluation process.

Any marks awarded in Stage 3 will not carry over to the next stages.

- **Stage 4 – Evaluation against Framework Agreement Award Criteria**

The Tenderer's response to the Framework Agreement Award Criteria will be subject to a detailed assessment against the award criteria, which will be used to score and rank the Tenderers and identify the highest ranked Tenderers to be appointed a place on the framework agreement in accordance with section 6.5. This assessment is divided into a quality assessment (Part E of Annex 2) and a price assessment.

Any marks awarded in Stage 4 will not carry over to Stage 5. Note that only Tenderers to be appointed to the Framework Agreement pursuant to this Stage 4 will be eligible to be considered for the Initial Contracts, and all other Tenderers will be eliminated from the Tender evaluation process at this stage.

- **Stage 5 – Evaluation against Initial Contract Award Criteria**

The Tenderers to be appointed as Framework Participants will then have their response(s) to each Initial Contract applied for assessed in accordance with section 6.6, which will be used to rank Tenderers and identify the most economically advantageous tender for each Initial Contract. This assessment is divided into quality assessment (Part F of Annex 2) and a price assessment.

6.2. Completeness and compliance assessment

6.2.1. The Authority will check that the Tender contains all the information required of it, and that the requirements of the Tender Documents have been complied with.

6.2.2. Any non-compliance with the requirements of the Tender Documents will be dealt with in

accordance with paragraph 3.2.2.

- 6.2.3. Should any non-compliance with the requirements of the Tender Documents be identified after completion of the preliminary assessment, this will also be dealt with in accordance with paragraph 3.2.2.

6.3. Conditions justifying exclusion

- 6.3.1. The Tenderer's response to Part C of Annex 2 will be evaluated to confirm that none of the conditions specified in Regulations 57 (1), 57(2), 57(3), 57(4) or 57(8) of SI 284 of 2016 apply to the Tenderer or any Member of the Tenderer, or any entity being relied upon for the purposes of this competition.
- 6.3.2. Where any of these conditions apply to the Tenderer or any Member of the Tenderer or any entity being relied upon for the purposes of this competition, the Tenderer shall be dealt with in accordance with section 3.3.

6.4. Minimum qualification criteria

- 6.4.1. Tenderers who are not excluded for failing to satisfy the completeness and compliance requirements in accordance with section 6.2 or on the basis of the exclusionary conditions as described in section 6.3 and section 3.3 will be assessed to establish whether they fulfil the minimum Financial and Technical standing qualification criteria. Tenderers not fulfilling these criteria will be excluded from the tender process.
- 6.4.2. Tenderers must have an annual turnover, averaged over the last three audited financial years, of at least €1 million per annum, exclusive of VAT. Where the Tenderer is a Group, the minimum turnover requirement can be met by combining the turnover figures of the different Members.
- 6.4.3. Tenderers must confirm that they can acquire the minimum levels of insurance required under the Contract as specified below:
- Employer's Liability insurance with a minimum cover of €13 million;
 - Public Liability insurance with a minimum cover of €6.5 million;
 - Professional Indemnity insurance with a minimum cover of €2 million;

It is a pre-condition to award of any Contract that the successful Tenderer shall provide the Authority with evidence that these minimum levels of insurance are in place. The Tenderer and all Members shall obtain and hold these types and minimum levels of insurance for the duration of any contract awarded under the Framework Agreement, including the Initial Contracts.

- 6.4.4. The Authority will establish evaluation panels for each of the qualitative qualification criteria. Scores will be arrived at based on the professional judgement of all the members of the relevant evaluation panels.
- 6.4.5. Tenderers must demonstrate their previous experience of contracts for services of similar scope, scale and complexity to the Services required by the Authority. The Tenderer's response to Part D3 of Annex 2 will be evaluated on a pass/fail basis with tenderers who fail to demonstrate their experience to the satisfaction of the Authority being excluded from the tender process.
- 6.4.6. Tenderers must demonstrate their management capability for the provision of Project Supervisor for the Construction Stage services (as set out in the Safety, Health and Welfare at Work (Construction Regulations) 2013, on projects of similar scope, scale and complexity to the

Services required by the Authority. Tenderers' responses to Part D4 of Annex 2 will be evaluated on a pass/fail basis with tenderers who fail to demonstrate their experience to the satisfaction of the Authority being excluded from the tender process.

- 6.4.7. For the avoidance of doubt, Tenders eliminated under any of the minimum qualification criteria as described in this section shall not be evaluated against the award criteria as described in section 6.5.

6.5. Detailed assessment against Framework Agreement Award Criteria – submission requirements and evaluation methodology

- 6.5.1. The Framework Agreements will be awarded on the basis of the highest scoring tenderers, being the Tenders with the highest marks following the application of the award criteria set out in Table 2 to Tenders which have not been otherwise eliminated in accordance with this ITT.
- 6.5.2. The Authority will establish evaluation panels for each of the quality award criteria A to C. Scores will be arrived at based on the professional judgement of all the members of the relevant evaluation panels, following the scoring methodology set out in section 6.7.
- 6.5.3. The prices to be evaluated for the Framework Agreements shall be the Tender Price (Framework) in Table 29 of each of the Tenderers' completed Pricing Documents. Price scores will be determined in accordance with section 6.8.
- 6.5.4. Each Tenderers' total score for the Framework Agreement shall be determined by adding together their quality and price scores.
- 6.5.5. Following this assessment, the Authority will appoint the five highest scoring Tenderers to the Framework Agreement, subject to there being at least one Tenderer who has tendered for each (but not necessarily all) of the Initial Contracts appointed to the Framework Agreement.
- 6.5.6. Where none of the five highest scoring Tenderers has tendered for any one of the Initial Contracts, the Authority may at its discretion, continue to appoint the next highest scoring Tenderers to the Framework until there is at least one Tenderer who has tendered for such Initial Contract.

Table 2: Award Criteria for Appointment onto Framework Agreement

Award Criterion A – Approach to delivery of the services
Tender Submission Requirements Tenderers shall submit a description of their proposed approach to the provision of the Services which should include, as a minimum, their approach to: • mobilising to prepare for the performance of the Services; • the development and maintenance of asset registers; • the development and maintenance of a computer-aided facilities management system including proposed CAFM software to be used; • annual maintenance planning (covering all planned preventative maintenance activities including landscaping, cleaning and pest control); • winterisation activities; • corrective maintenance (including cleaning and repair of vandalism damage) of buildings, facilities, plant and equipment as required to ensure continued operation of the facility at the property;

• approach to procurement of any elements of the Services which the Tenderer proposes to sub-contract. Page limit 5 A4 pages Maximum marks available 400
Award Criterion B – Quality management approach
Tender Submission Requirements Tenderers should submit a description of their quality management approach to the provision of the Services setting out, as a minimum, their approach to: • quality objectives; • roles and responsibilities; • standard operating procedures; • quality assurance and control, including inspection of completed activities; • corrective actions; • ensuring the quality of subcontracted work; • training; • maintenance of records. Page Limit 4 A4 pages Maximum marks available 50
Award Criterion C – Sustainability
Tender Submission Requirements Tenderers should submit a Sustainability Statement for the provision of the Services setting out, as a minimum: • how they intend to minimise the use of energy and water • their approach to transport of staff and materials • their approach to waste management • any other sustainability features Tenderers should support their response with evidence of similar sustainability measures successfully implemented by the Tenderer within the last 10 years. Page Limit 3 A4 pages. Maximum marks available 50
Award Criterion D – Tender Price (Framework)
Tender Submission Requirements

Tenderers should submit the Pricing Document, fully completed in accordance with the instructions therein.

Maximum marks available

500

6.6. Detailed assessment against Initial Contract Award Criteria – submission requirements and evaluation methodology

- 6.6.1. The Initial Contracts will be awarded to the Most Economically Advantageous Tenders, being the Tenderer with the highest marks following the application of the award criteria set out in Tables 3, 4 and 5 for each Initial Contract respectively.
- 6.6.2. The Authority will establish evaluation panels for each of the quality award criteria E, G and I. Scores will be arrived at based on the professional judgement of all the members of the relevant evaluation panels, following the scoring methodology set out in section 6.7.
- 6.6.3. The prices to be evaluated for each of the Initial Contracts shall be the relevant Initial Contract Tender Prices identified in Tables 26 to 28 of the Tenderers' completed Pricing Documents. Prices will be evaluated in accordance with section 6.9.
- 6.6.4. The Tender with the highest combined score for the Initial Contract 1 quality award criteria and the Initial Contract 1 price criterion shall be deemed to be the most economically advantageous tender for Initial Contract 1.
- 6.6.5. The Tender with the highest combined score for the Initial Contract 2 quality award criteria and the Initial Contract 2 price criterion shall be deemed to be the most economically advantageous tender for Initial Contract 2.
- 6.6.6. The Tender with the highest combined score for the Initial Contract 3 quality award criteria and the Initial Contract 3 price criterion shall be deemed to be the most economically advantageous tender for Initial Contract 3.

Table 3: Award Criteria for Award of Initial Contract 1 (Leinster)

Award Criterion E – Skills, Experience and qualifications of project management personnel
Tender Submission Requirements Tenderers should submit CVs for the proposed personnel who will carry out the following roles on Initial Contract 1 (Leinster): • Project manager (Max 1 CV) • Site manager (Max 1 CV) • PSCS (Max 1 CV) Page Limit 2 A4 pages per CV. Maximum marks available 400
Award Criterion F -Tender Price (Initial Contract 1)
Tender Submission Requirements

Tenderers should submit the Pricing Document, fully completed in accordance with the instructions therein.

Maximum marks available

600

Table 4: Award Criteria for Award of Initial Contract 2 (Munster)

Award Criterion G – Skills, Experience and qualifications of project management personnel
Tender Submission Requirements Tenderers should submit CVs for the proposed personnel who will carry out the following roles on Initial Contract 2 (Munster): • Project manager (Max 1 CV) • Site manager (Max 1 CV) • PSCS (Max 1 CV) Page Limit 2 A4 pages per CV. Maximum marks available 400
Award Criterion H - Tender Price (Initial Contract 2)
Tender Submission Requirements Tenderers should submit the Pricing Document, fully completed in accordance with the instructions therein. Maximum marks available 600

Table 5 - Award Criteria for Award of Initial Contract 3 (Connacht/Ulster).

Award Criterion I – Skills, Experience and qualifications of project management personnel
Tender Submission Requirements Tenderers should submit CVs for the proposed personnel who will carry out the following roles on the Connacht/Ulster contract: • • Project manager (Max 1 CV) • • Site manager (Max 1 CV) • • PSCS (Max 1 CV) Page Limit 2 A4 pages per CV. Maximum marks available

400
Award Criterion J – Tender Price (Initial Contract 3)
Tender Submission Requirements Tenderers should submit the Pricing Document, fully completed in accordance with the instructions therein. Maximum marks available 600

- 6.6.7. For the avoidance of doubt, Tenderers may propose the same project management personnel for each Initial Contract.

6.7. Detailed assessment scoring methodology – quality award criteria

- 6.7.1. Tender submissions in response to Framework Agreement award criteria A, B, C and Award Criteria E, G and I for the assessment of each Initial Contract will be scored using the scoring bands set out in Table 6. The response to each award criterion will be assigned a scoring band between 0 and 5 inclusive. The Tenderer's score for each award criterion will be the maximum marks available multiplied by the percentage of the available marks relevant to the assigned band.

Table 6 Scoring methodology interpretation

Band	Score (as a % of available marks)	Interpretation
5	100%	An excellent response to the criterion. the Authority has no reservations or minor reservations regarding the quality of the Tenderer's response to the criterion in question
4	80%	A very good response to the criterion. the Authority has minor reservations regarding the quality of the Tenderer's response to the criterion in question..
3	60%	A good response to the criterion. the Authority has moderate reservations regarding the quality of the Tenderer's response to the criterion in question.
2	40%	A poor response to the criterion. the Authority has significant reservations regarding the quality of the Tenderer's response to the criterion in question.
1	20%	A very poor response to the criterion. the Authority has substantial reservations regarding the quality of the Tenderer's response to the criterion in question.
0	0%	No response. Profound reservations regarding the quality of the Tenderer's response.
Individual statements in the above bands are separate and not cumulative. Where a response has features of more than one band the evaluators will determine the appropriate band based on their professional judgment.		

- 6.7.2. If a Tender fails to achieve a minimum score of 60% of the marks available for any of the Framework Agreement Award Criteria A, B or C, the Tender will be rejected, and the Tenderer will be eliminated from that competition and, for the avoidance of doubt, will not have their pricing submission assessed or their tender for any individual contracts.
- 6.7.3. Notwithstanding such Tenderer being appointed to the Framework Agreement, if a Tender fails to achieve a minimum score of 60% of the marks available for any of the Initial Contract Award Criteria E, G or I, the Tender will be rejected for that Initial Contract, and the Tenderer will be eliminated from that competition for that Initial Contract and, for the avoidance of doubt, will not have their pricing submission assessed for that Initial Contract.
- 6.7.4. Tenderers shall note that, if successful, proposals and commitments contained in their Tender shall be incorporated in the Contract and are included in the price offered, and the successful Tenderer shall be required to deliver the Services in accordance with their tender proposals and commitments, subject to the provisions of the Contract.

6.8. Detailed assessment scoring methodology – Price award criterion for Framework Agreement

- 6.8.1. The Pricing Document, when completed by the Tenderers, will automatically calculate the Evaluated Tender Prices for each Tender.
- 6.8.2. The Evaluated Tender Prices will be scored by the Authority using the following formula:

$$\text{Price Score} = \left(1 - \frac{\text{Tender Price (Framework)} - \text{Lowest Tender Price (Framework)}}{\text{Highest Tender Price (Framework)}} \right) \times 500$$

6.9. Detailed assessment scoring methodology – Price award criterion for Initial Contracts

- 6.9.1. The Pricing Document, when completed by the Tenderers, will automatically calculate the Initial Contract Tender Price for each Initial Contract for each Tender.
- 6.9.2. The Initial Contract Tender Prices for each Initial Contract n (where n = 1, 2 or 3) will be scored by the Authority using the following formula:

$$\text{Price Score} = \left(1 - \frac{\text{Tender Price (Initial Contract n)} - \text{Lowest Tender Price (Initial Contract n)}}{\text{Highest Tender Price (Initial Contract n)}} \right) \times 600$$

6.10. Clarifications

- 6.10.1. The Authority may seek clarification or further information or both from one or more of the Tenderers. the Authority may meet with one or more Tenderers for these purposes. the Authority will confirm to the Tenderer concerned in written minutes any clarification arising from such meeting and the Tenderer will be required to confirm or correct the minutes in writing.

6.11. Corrections to completed Pricing Submission

- 6.11.1. The Authority may, without any responsibility for this, examine the details submitted in the Pricing Submission for errors and omissions.
- 6.11.2. The Authority reserves the right to correct Tenderers' completed Pricing Submissions for errors and omissions at its absolute discretion, or to request the Tenderer to correct the completed Pricing Submission if the Authority considers it appropriate to do so. the Authority shall not be

under any obligation to allow any Tenderer an opportunity to correct errors in its completed Pricing Submission. the Authority's calculations will supersede any calculations made by the Tenderer, where there is a discrepancy.

6.12. Abnormally Low Tenders

- 6.12.1. Tenderers are not permitted to tender abnormally low or high rates or prices or amounts of any kind. If, in the Authority's opinion, having considered the information provided in the Pricing Document, any tendered amounts are abnormally low, or if the allocation of tendered amounts is unbalanced, the Authority may commence an inquiry as envisaged by Regulation 93 of the European Communities (Award of Contracts by Utility Undertakings) Regulations 2016. As part of this inquiry, the Authority may require the Tenderer to provide an explanation as to its pricing, details of the constituent elements of the tender or any other information which the Authority deems relevant. This may include (without limitation) the information listed in Regulation 93(2).
- 6.12.2. Any failure to provide such information, where requested, may result in the Tender being eliminated from further consideration. If, having considered the information provided, the Authority is of the view that the relevant tendered amounts are not credible or sustainable, the Authority may reject the tender.

6.13. Tie Break Process

- 6.13.1. If there is a tie between two or more Tenderers with the highest marks following the application of the award criteria to compliant Tenders, the tied Tenderer with the highest marks in the Tender quality criteria set out in section 6.3 (Award Criteria) will be adjudged to be the most economically advantageous to the Authority. In the event that Tenderers cannot be differentiated by reference to the overall Quality Submission score, then the tied Tenderer with the highest mark for the first quality question will be adjudged to be the most economically advantageous to the Authority. In the event that the tied Tenderers cannot be differentiated by reference to the above processes, then the winning Tenderer shall be determined by drawing lots.

7. Steps following tender assessment

7.1. Notification of Appointment to Framework Agreement and award of Initial Contracts

- 7.1.1. As soon as practicable after the Authority has made a decision about the award of the Framework Agreement and the award of the Initial Contracts, the Authority will notify all Tenderers of the outcome of this competition. This notification will not form part of the Framework Agreement or any contract or other obligation and specifically will not obligate the Authority to award or enter into the Framework Agreement.

7.2. Conditions precedent

- 7.2.1. If a Framework Agreement or a contract is awarded arising out of this tender process, the award of such shall be conditional upon the successful Tenderer:
- if the Tenderer is an Irish company, supplying its tax clearance access number and tax reference number to facilitate online verification of its tax status by the Authority. By supplying these numbers, the Tenderer acknowledges and agrees that the Authority has the permission of the Tenderer to verify its tax cleared position.
 - If the Tenderer is not an Irish Company, providing a statement of suitability issued by the Irish Revenue Commissioners;
 - providing evidence of insurances in accordance with the Contract;
 - [providing a performance bond in the amount and form required by NTA];
 - if the Tenderer is a group, satisfying the Authority that an appropriate legal form is in existence in accordance with the instructions in this ITT; and
 - confirming the immediate availability of any required appointments for providing the service.
- 7.2.2. If a successful Tenderer is not in a position to satisfy these conditions precedent within a satisfactory time period (to be determined at the Authority's discretion), the Authority reserves the right to appoint the next ranked Tenderer to the Framework Agreement and, where relevant, to award an Initial Contract to the next ranked Tenderer. This shall be without prejudice to the right of the Authority to cancel this tender process and/or initiate a new contract award procedure at its sole discretion.

7.3. Debriefing policy

- 7.3.1. It is the Authority's practice to issue comprehensive debrief letters to the unsuccessful Tenderers, thus negating the need to have debrief meetings. The Authority's debrief letter(s), set out the result of the competition and the characteristics and relative advantages of the most economically advantageous Tender, in compliance with the Authority's obligations under the EU Remedies Directive and associated national Regulations.

ANNEX 1 – FORM OF TENDER

National Transport Authority
Haymarket House
Smithfield
Dublin 7

Tender for a Framework Agreement for Property Management Services for the National Transport Authority and the Provision of Property Management Services in Leinster, Munster and Connacht/Ulster

Dear Sirs,

1. Having examined in full and understood the Tender Documents and any accompanying documentation, including the terms and conditions of the Framework Agreement and the Contract, for the above-mentioned framework agreement issued by the National Transport Authority (“NTA”), we offer to provide the services required by the Authority as more particularly described in the Tender Documents for the amounts set out in our Pricing Document enclosed with this tender, or such other fee as may be determined in accordance with the Framework Agreement or Contract.
2. We confirm that we have read the tender documentation in full and in particular confirm our acceptance of all terms and conditions of the Framework Agreement and the Contract in the latest form issued by the Authority before the deadline for receipt of tenders.
3. We hereby confirm that the information in our Tender response for this tender competition is true, accurate and correct.
4. In consideration of your providing us with the Tender Documents, we agree not to withdraw this offer until the later of:
 - a) 6 months from the closing date for receipt of tenders; and
 - b) expiry of at least 21 days written notice to terminate this tender given by us, which may not issue prior to the expiry of the period at (a) above.
5. We acknowledge that, save for our irrevocable offer to keep our tender open for acceptance for the period referred to in paragraph 4 above, and the provisions of section 3.7 of the Invitation to Negotiate, no legally binding agreement exists between us unless and until our offer is accepted by you.
6. We understand that this tender can be awarded in whole or in part and that you are not bound to accept the lowest or any tender you may receive.
7. Defined terms not defined in this Form of Tender shall have the meaning given to them in the Instructions.

Dated this _____ day of _____, 2026

Name of tendering
entity:

(IN BLOCK LETTERS)

Address:

Signed for and on
behalf of the
Tenderer:

Signatory name in
block capitals:

Official position or
authority:

ANNEX 2 PART A – DETAILS OF TENDERER

A1. Name of organisation

If this is not the legal entity with whom the Authority will contract or to which payments will be made, please provide full details.

.....

A2. Registered office address

.....
.....
.....
.....

A3. Company registration no.

.....

Address of office submitting this Tender

.....
.....
.....
.....

Person submitting this Tender

Name

Signature

Position in organisation

Person to be contacted regarding this Tender

Name

Position in organisation

Telephone

E-mail.....

A4. Group Tenders (if applicable)

Is the Tenderer a Group? ☐ Yes ☐ No

If yes, please provide the name and address of each Member of the Group together with details of the contractual relationship between Group Members (e.g., joint and several liability, sub-contractor). In accordance with this ITT, if the Tenderer is a Group entity, the Lead Member will be required to be liable for the full performance of the Services (with other Members of the Group, acting as sub-contractors, entering into collateral warranties with the Authority, if required by NTA), although the Authority reserves the right to require the Group to contract on any other basis that the Authority considers appropriate, including on the basis of joint and several liability.

Member Name	Address	Contractual relationship
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Proposed legal form of the Group for the purposes of a single entity contracting with NTA:

.....

A5. Reliance on other entities

This section must be completed by the Tenderer and each Member as applicable.

Please provide details of the name of each entity being relied upon for the purpose of demonstrating the Tenderer meets the minimum financial and technical standing, as well as the criteria in respect of which such entity is being relied upon:

Name of entity being relied upon	Address	Criteria in respect of which entity is being relied upon
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

If sufficient evidence is not provided in accordance with section 5.8.1, the Tenderer or a Member of a Group will be evaluated based on its own financial standing and technical capability.

ANNEX 2 PART B – INITIAL CONTRACTS

Tenderers must indicate which of the Initial Contracts they are tendering for, in addition to their tender for the Framework Agreement, by ticking “Yes” or “No” to each Initial Contract. Tenderers may tender for one, two or all three Initial Contracts.

Note that Tenderers must submit a tender for at least one Initial Contract. Tenders which do not include a tender for at least one Initial Contract will be rejected.

Leinster Initial Contract	☐ Yes ☐ No
Munster Initial Contract	☐ Yes ☐ No
Connacht/Ulster Initial Contract	☐ Yes ☐ No

ANNEX 2 PART C – EXCLUSIONARY CRITERIA

REGULATION 57 DECLARATION

Declaration in respect of the grounds for exclusion set out in Regulation 57 of the European Union (Public Authority Contracts) Regulations 2016, in accordance with Regulation 89 of the European Union (Award of Contracts by Utility Undertakings) Regulations 2017.

A separate declaration must be completed by each of the following:

- the Tenderer
- each Member of the Tenderer (where the Tenderer has more than one Member);
- any entity being relied upon to meet the selection criteria

and in each such case the reference to “**Tenderer**” in the declaration below shall be read as a reference to the Tenderer, Member or entity being relied upon as applicable.

Tenderer name	Click or tap here to enter text.
Company registration number (if a company)	Click or tap here to enter text.

On behalf of the Tenderer identified above (the “**Tenderer**”) I hereby declare that none of the circumstances specified in Directive 2014/24/EC Article 57 and Regulation 57 of the European Union (Award of Public Authority Contracts) Regulations 2016 (the “**2016 Regulations**”) apply to the Tenderer (save to the extent set out below). In particular, as at the date of this declaration:

1. I declare that the Tenderer (or any member of an administrative, management or supervisory body of the Tenderer or person who has powers of representation, decision or control therein), has not been the subject of a conviction by final judgment for one or more of the following reasons (save to the extent set out below in part 4 of this declaration):
 - (a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - (b) corruption, as defined in the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union and Article 2(1) of Council Framework Decision 2003/568/JHA as well as corruption as defined in the law of the country in which the Tenderer is established or in Irish law;
 - (c) fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
 - (d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
 - (e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council; or
 - (f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council.

2. I declare that, save to the extent set out below in part 4 of this declaration, the Tenderer:
 - (a) has fulfilled its obligations relating to the payment of social security contributions; and
 - (b) has fulfilled its obligations relating to the payment of taxes.
3. I declare that, save to the extent set out below in part 4 of this declaration:
 - (a) the Tenderer has not violated applicable obligations in the fields of environmental, social and labour law within the meaning of Regulation 18(4) of the 2016 Regulations;
 - (b) the Tenderer is not bankrupt, or the subject of insolvency or winding-up proceedings, its assets are not being administered by a liquidator or by the court, it is not in an arrangement with creditors, its business activities are not suspended and it is not in any analogous situation arising from a similar procedure under national laws;
 - (c) the Tenderer is not guilty of grave professional misconduct, which renders its integrity questionable;
 - (d) the Tenderer has not entered into agreements with other providers aimed at distorting competition;
 - (e) there is no conflict of interest within the meaning of Regulation 24 of the 2016 Regulations;
 - (f) there is no distortion of competition from the prior involvement of the Tenderer in the preparation of the procurement procedure;
 - (g) the Tenderer has not shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
 - (h) the Tenderer has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, has not withheld such information and is able to submit the supporting documents required pursuant to Regulation 59 of the 2016 Regulations;
 - (i) the Tenderer has not undertaken to unduly influence the decision-making process of the contracting authority, to obtain confidential information that may confer upon it undue advantages in the procurement procedure, nor has it negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.
4. To the extent that any of the circumstances described in Parts 1, 2 or 3 of this declaration apply to the Tenderer (or, in respect of the circumstances set out in Part 1 of this declaration, to any director or secretary, or any member of an administrative, management or supervisory body of the Tenderer or person who has powers of representation, decision or control therein), I hereby set out full details of same in this Part 4:

Click or tap here to enter text.

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERER'S ORGANISATION

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

Signature	
Name	Click or tap here to enter text.
Position	Click or tap here to enter text.
Date	Click or tap here to enter text.

ANNEX 2 PART D – FINANCIAL AND TECHNICAL STANDING

D1 Turnover (Pass/Fail)

This section is evaluated on a pass or fail basis as set out in section 6.4.2. The Tenderer's turnover must be at least [€1 million] per annum, excluding VAT, averaged over the last three audited financial years. Where the Tenderer is a Group the minimum turnover requirement can be met by combining the turnover figures of the different Members.

Please provide details of the annual overall turnover of the Tenderer.

Tenderer or Member name	Financial Year	Turnover	Financial Year	Turnover	Financial Year	Turnover
		€		€		€
		€		€		€
		€		€		€
		€		€		€
Total turnover		€		€		€

D2 Insurance (Pass/Fail)

This section is evaluated on a pass or fail basis as set out in section 6.4.3. Tenderers must confirm by ticking "Yes" in each case that should they be awarded a contract under the framework agreement, they can acquire the minimum levels of insurance set out in the following table. Where the Tenderer is a Group each Member must acquire the minimum levels of insurance if the Group is awarded a contract under the framework agreement.

Insurance	Insured amount	We confirm that Tenderer (and all Members where the Tenderer is a Group) can acquire the required minimum level of insurance.
Employer's Liability	€13 million	☐ Yes ☐ No
Public Liability	€6.5 million	☐ Yes ☐ No
Professional Indemnity	€2 million	☐ Yes ☐ No

Please note that the Authority will request evidence if the form of insurance certificates or a broker's letter from successful Tenderers before they are awarded any Contract awarded under the Framework Agreement.

D3 Experience (Pass/Fail)

NOTE: All tables in this section will expand to accommodate text as it is entered.

This section is evaluated on a scored basis in accordance with section 6.4.5 of the ITT. Tenderers must provide details of three contracts undertaken by them in the last 5 years for services of similar scope, scale and complexity to the Services required by the Authority, as described in Schedule 1 of the

Contract. Where the Tenderer is a Group the experience can be demonstrated by combining the experience of the different Members.

Failure to demonstrate in the examples provided, the required experience to provide services of similar scope, scale and complexity to the satisfaction of the Authority will result in a fail and the tenderers exclusion from the competition.

Please complete the following table to demonstrate the Tenderer's experience.

Contract 1	
Contract title	Click or tap here to enter text.
Contractor (i.e. the Tenderer or Member undertaking the contract)	Click or tap here to enter text.
Client	Click or tap here to enter text.
Scope of services provided	Click or tap here to enter text.
Annual value of contract	Click or tap here to enter text.
Start and end dates	Click or tap here to enter text.
Contract 2	
Contract title	Click or tap here to enter text.
Contractor (i.e. the Tenderer or Member undertaking the contract)	Click or tap here to enter text.
Client	Click or tap here to enter text.
Scope of services provided	Click or tap here to enter text.
Annual value of contract	Click or tap here to enter text.
Start and end dates	Click or tap here to enter text.
Contract 3	
Contract title	Click or tap here to enter text.
Contractor (i.e. the Tenderer or Member undertaking the contract)	Click or tap here to enter text.
Client	Click or tap here to enter text.
Scope of services provided	Click or tap here to enter text.
Annual value of contract	Click or tap here to enter text.
Start and end dates	Click or tap here to enter text.

Please note that the Authority may request contact details for the client in order to verify the stated experience.

D4 Management capability (Pass/Fail)

NOTE: All tables in this section will expand to accommodate text as it is entered.

This section is evaluated on a scored basis in accordance with section 6.4.6 of the ITT. Tenderers must complete the following table with details of three contracts undertaken by them in the last 5 years where they have undertaken the role of Project Supervisor for the Construction Stage as defined in the Safety, Health and Welfare at Work (Construction) Regulations 2013. Where the Tenderer is a Group the experience can be demonstrated by combining the experience of the different Members. Tenderers may use the same contracts as in their response to part D3 if relevant.

Failure to demonstrate in the examples provided, the required experience to undertake the role of Project Supervisor for the Construction Stage to the satisfaction of the Authority will result in a fail and the tenderers exclusion from the competition.

Contract 1	
Contract title	Click or tap here to enter text.
Contractor (i.e. the Tenderer or Member undertaking the contract)	Click or tap here to enter text.
Client	Click or tap here to enter text.
Scope of services or works	Click or tap here to enter text.
Annual value of contract	Click or tap here to enter text.
Start and end dates	Click or tap here to enter text.
Contract 2	
Contract title	Click or tap here to enter text.
Contractor (i.e. the Tenderer or Member undertaking the contract)	Click or tap here to enter text.
Client	Click or tap here to enter text.
Scope of services provided	Click or tap here to enter text.
Annual value of contract	Click or tap here to enter text.
Start and end dates	Click or tap here to enter text.
Contract 3	
Contract title	Click or tap here to enter text.
Contractor (i.e. the Tenderer or Member undertaking the contract)	Click or tap here to enter text.
Client	Click or tap here to enter text.
Scope of services provided	Click or tap here to enter text.
Annual value of contract	Click or tap here to enter text.
Start and end dates	Click or tap here to enter text.

Please note that the Authority may request contact details for the client in order to verify the stated experience.

ANNEX 2 PART E – FRAMEWORK AGREEMENT QUALITY SUBMISSION

NOTE: All tables in this section will expand to accommodate text as it is entered.

E1 Approach to delivery of the services

This section is evaluated on a scored basis in accordance with section 6.5 of the ITT. Tenderers must complete the following table demonstrating their approach to delivery of the services in accordance with the guidance in section 6.5.

Framework Agreement Award Criterion A – Approach to delivery of the services
Click or tap here to enter text.

E2 Quality management approach

This section is evaluated on a scored basis in accordance with section 6.5 of the ITT. Tenderers must complete the following table demonstrating their approach to quality management in accordance with the guidance in section 6.5.

Framework Agreement Award Criterion B – Quality management approach
Click or tap here to enter text.

E3 Sustainability

This section is evaluated on a scored basis in accordance with section 6.5 of the ITT. Tenderers must complete the following table demonstrating their approach to sustainability in accordance with the guidance in section 6.5.

Framework Agreement Award Criterion C – Approach to sustainability
Click or tap here to enter text.

ANNEX 2 PART F – INITIAL CONTRACTS QUALITY SUBMISSION

F1 Experience and qualifications of project management personnel for Initial Contract 1 (Leinster)

This section is evaluated on a scored basis in accordance with section 6.6 of the ITT. Tenderers must complete the following table to include CVs demonstrating the experience and qualifications of their proposed project management personnel for Initial Contract 1 (Leinster) in accordance with the guidance in section 6.6.

Award Criterion E – Experience and qualifications of project management personnel
Click or tap here to enter text.

F2 Experience and qualifications of project management personnel for Initial Contract 1 (Munster)

This section is evaluated on a scored basis in accordance with section 6.6 of the ITT. Tenderers must complete the following table to include CVs demonstrating the experience and qualifications of their proposed project management personnel for Initial Contract 2 (Munster) in accordance with the guidance in section 6.6.

Award Criterion G – Experience and qualifications of project management personnel
Click or tap here to enter text.

F3 Experience and qualifications of project management personnel for Initial Contract 3 (Connacht/Ulster)

This section is evaluated on a scored basis in accordance with section 6.6 of the ITT. Tenderers must complete the following table to include CVs demonstrating the experience and qualifications of their proposed project management personnel for Initial Contract 3 (Connacht/Ulster) in accordance with the guidance in section 6.6.

Award Criterion I – Experience and qualifications of project management personnel
Click or tap here to enter text.

ANNEX 3 – ESPD

European Single Procurement Document (ESPD)

Part I: Information concerning the procurement procedure and the contracting authority

Reference of the relevant notice ⁽¹⁾ published in the *Official Journal of the European Union*:

OJEU S number Click here and insert details, date Click here and insert date, page Click here and insert page

Notice number in the OJ S: Click here and insert notice number

If there is no call for competition in the OJEU, then the contracting authority or contracting entity must fill in the information allowing the procurement procedure to be unequivocally identified:

In case publication of a notice in the *Official Journal of the European Union* is not required, please give other information allowing the procurement procedure to be unequivocally identified (e.g. reference of a publication at national level):

INFORMATION ABOUT THE PROCUREMENT PROCEDURE

This information must be filled in by the Contracting Authority

Identity of the procurer ⁽²⁾	Answer
Name:	National Transport Authority
Which procurement is concerned?	
Title or short description of the procurement ⁽³⁾ :	Property Manageemnt Services
File reference number attributed by the contracting authority or contracting entity (if applicable) ⁽⁴⁾ :	

All other information in all sections of the ESPD to be filled in by the economic operator

¹ For contracting authorities: either a prior Information Notice used as a means for calling competition or a Contract Notice

² Information to be copied from Section 1, point I.1, of the relevant notice. In case of joint procurement, please indicate the names of all involved procurers.

³ See points II.1.1 and II.1.3 of the relevant notice

⁴ See point II.1.1 of the relevant notice

Part II: Information concerning the economic operator**A: INFORMATION ABOUT THE ECONOMIC OPERATOR**

Identification:	Answer
Name:	Click here and insert details
VAT-number, if applicable : If no VAT-number is applicable, please indicate another national identification number, if required and applicable	Click here and insert details
Postal Address:	Click here and insert details
Contact person or persons ⁽⁵⁾ :	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
Internet address (web address) (if applicable)	Click here and insert details
General Information:	Answer:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise ⁽⁶⁾ ?	Yes ☐ No ☐
Only in case the procurement is reserved ⁽⁷⁾: is the economic operator a sheltered workshop, a 'social business' ⁽⁸⁾ or will it provide for the performance of the contract in the context of sheltered employment programmes?	
If yes, What is the corresponding percentage of disabled or disadvantaged workers? If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to?	Click here and insert details
If applicable, is the economic operator registered on an official list of approved	

⁵ Please repeat the information concerning contact persons as many times as needed.

⁶ Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises, (OJ L 124, 20.5.2003, p36) This information is required for statistical purposes only

Micro enterprises: enterprise which **employs fewer than 10 persons** and whose annual turnover and/or annual balance sheet total does **not exceed EUR 2 million**.

Small enterprises: an enterprise which **employs fewer than 50 persons** and whose annual turnover and/or annual balance sheet total does not exceed EUR10 million

Medium enterprises: enterprises **which are neither micro nor small and which employ fewer than 250 persons** and which have an **annual turnover not exceeding EUR 50million, and/or an annual balance sheet total not exceeding EUR 43 million**.

⁷ See contract notice point III.1.5

⁸ i.e. its main aim is the social and professional integration of disabled or disadvantaged persons.

economic operators or does it have an equivalent certificate (e.g. under a national (pre)qualification system)?	Yes ☐ No ☐ Not Applicable ☐
If yes: Please answer the remaining parts of this Section, Section B and, where relevant, C of this part, complete Part V, where applicable, and, in any case, fill in and sign Part VI.	
(a) Please provide the name of the list or certification and the relevant registration or certification number, if applicable:	Click here and insert details
(b) If the certificate of registration or certification is available electronically, please state:	(web address, issuing authority or body, precise reference of the
(c) Please state the references on which the registration or certification is based, and, where applicable, the classification obtained in the official list ⁽⁹⁾ :	Click here and insert details
(d) Does the registration or certification cover all of the required selection criteria?	Yes ☐ No ☐
If no: (e) In addition, please complete the missing information in Part IV Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the contacting authority or contracting entity to obtain it directly by accessing a national database in any Member State that is available free of charge?	Click here and insert details
If the relevant documentation is available electronically, please indicate:	(web address, issuing authority or body, precise

Form of Participation:	Answer:
Is the economic operator participating in the procurement procedure together with others ⁽¹⁰⁾ ?	Yes ☐ No ☐

⁹ The references and the classification, if any, are set out on the certification.

¹⁰ Notably as part of a group, consortium, joint venture or similar.

If yes, please ensure that the others concerned provide a separate ESPD form.	
If yes:	
(a) Please indicate the role of the economic operator in the group (leader, responsible for specific tasks.):	Click here and insert details
(b) Please identify the other economic operators participating in the procurement procedure together:	Click here and insert details
(c) Where applicable, name of the participating group:	Click here and insert details
Lots:	Answer:
Where applicable, indication of the lot(s) for which the economic operator wishes to tender:	Click here and insert details

B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR

Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:

Representation, if any:	Answer:
Full Name:	
Accompanied by the date and place of birth, if required	Click here and insert details
Position/Acting in the capacity of:	Click here and insert details
Postal Address:	Click here and insert details
Telephone:	Click here and insert details
E-mail:	Click here and insert details
If needed, please provide detailed information on the representation (its forms, extent, purpose...):	Click here and insert details

C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

Reliance:	Answer:
Does the economic operator rely on the capacities of other entities in order to meet the selection criteria for this Competition as set out in part 3.2 of the RFT and the criteria and rules (if any) set out under Part V below?	Yes ☐ No ☐

If yes, please provide a separate ESPD form setting out the information required under **Sections A and B of this Part and Part III for each** of the entities concerned, duly filled in and signed by the entities concerned.

Please note that this should also include any technicians or technical bodies, not belonging directly to the economic operator’s undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.

Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, please include the information under Part IV for each of the entities concerned ⁽¹¹⁾.

D. INFORMATION CONCERNING SUBCONTRACTORS ON WHOSE CAPACITY THE ECONOMIC OPERATOR DOES NOT RELY

Subcontracting:	Answer:
Does the economic operator intend to subcontract any share of the contract to third parties?	Yes ☐ No ☐ If yes, and in so far as known, please list the proposed subcontractors Click here to insert details

Please provide the information required under Section A and B of this part *[Delete if not applicable: and Part III]* for each of the subcontractors concerned.

¹¹ E.g. for technical bodies involved in quality control: Part IV, Section C, point 3.

Part III: Exclusion grounds**GROUND RELATING TO CRIMINAL CONVICTIONS**

Article 57 (1) of Directive 2014/24/EU sets out the following reasons for exclusions:

1. Participation in a criminal organisation ⁽¹²⁾;
2. Corruption ⁽¹³⁾;
3. Fraud ⁽¹⁴⁾;
4. Terrorist offences or offences linked to terrorist activities ⁽¹⁵⁾;
5. Money laundering or terrorist financing ⁽¹⁶⁾;
6. Child labour and other forms of trafficking in human beings ⁽¹⁷⁾.

Grounds relating to criminal convictions under national provisions implementing the grounds set out in Article 57(1) of the Directive:	Answer:
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	Yes ☐ No ☐ If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the ocumentation) ⁽¹⁸⁾ :
If yes , please indicate ⁽¹⁹⁾ :	
(a) Date of conviction, specify which of points 1 to 6 is concerned and the reason(s) for the conviction,	date, point(s), reason(s)
(b) Identify who has been convicted:	Click here and insert
(c) Insofar as established directly in the conviction:	Click here and insert length of the period of exclusion and the point(s) concerned If the relevant documentation is

¹² As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42). ¹³ As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, OJ C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the economic operator.

¹⁴ Within the meaning of Article 1 of the Convention of the protection of the European Communities' financial interests (OJ C 316, 27.11. 1995, p. 48).

¹⁵ As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p.3). this exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 3 of that Framework Decision.

¹⁶ As defined in Article 1 of the Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L

309, 25.11.2005, p. 15).

¹⁷ As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15. 4.2011 p. 1).

¹⁸ Please repeat as many times as needed.

¹⁹ Please repeat as many times as needed.

²⁰ Please repeat as many times as needed.

In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ⁽²¹⁾ ('Self Cleaning')	Yes ☐ No ☐
If yes, please describe the measures taken ⁽²²⁾	Click here and insert details

B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

Payments of taxes or social security contributions:	Answer:	
Has the economic operator met all its obligations relating to the payment of taxes or social security contributions , both in the country in which it is established and in the Member State of the contracting authority if other than the country of establishment?	Yes ☐ No ☐	
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation) ⁽²³⁾ :	
If not , please indicate:	Taxes:	Social Contributions:
(a) Country or Member State concerned	Click here and insert details	Click here and insert details
(b) What is the amount concerned?	Click here and insert details	Click here and insert details
(c) How has this breach of obligations been established:	Click here and insert details	Click here and insert details
(1) Through a judicial or administrative decision		
• Is this decision final and binding?	Yes ☐ No ☐	Yes ☐ No ☐
• Please indicate the date of conviction or decision.		
• In case of a conviction, insofar as established directly therein , the length of the period of exclusion:	Click here and insert details	Click here and insert details
(2) By other means? Please specify:	If Yes, click here and insert details	If Yes, click here and insert details
(d) Has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to	Yes ☐ No ☐	Yes ☐ No ☐

²¹ In accordance with national provisions implementing Article 57(6) of Directive 2014/24/EU.

²² Taking into account the character of the crimes committed (punctual, repeated, systematic....) the explanation should show the adequacy of the measures to taken.

²³ Please repeat as many times as needed

paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?		
If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation) ⁽²⁴⁾ :	

C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL MISCONDUCT⁽²⁵⁾

Please note that, for the purpose of this procurement, some of the following exclusion grounds may have been defined more precisely, in national law, in the relevant notice or the procurement documents. Thus, national law may for instance provide that the notion of 'grave' professional misconduct' may cover several different forms of conduct.

Information concerning possible insolvency, conflict of interest or professional misconduct	Answer:
	Yes ☐ No ☐
Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law⁽²⁶⁾?	If yes, has the economic operator taken measures to demonstrate its reliability despite the existence of these grounds for exclusion ('Self Cleaning')? Yes ☐ No ☐ If it has, please describe the measures taken: Click here and insert details
Is the economic operator in any of the following situations:	
(a) Bankrupt, or (b) The subject of insolvency or winding-up proceedings, or (c) In an arrangement with creditors, or (d) In any analogous situation arising from a similar procedure under national laws and regulations ⁽²⁷⁾ , or (e) That its assets are being administered by a liquidator or by the court, or (f) That its business activities are	Yes ☐ No ☐

²⁴ Please repeat as many times as needed

²⁵ See Article 57(4) of Directive 2014/24/EU

²⁶ As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

²⁷ See national law, the relevant notice or the procurement documents

suspended?	
If yes: Please provide details:	Click here and insert details
Please provide the reasons for being able nevertheless to perform the contract, taking into account the applicable national rules and measures on the continuation of business in those circumstances ⁽²⁸⁾	Click here and insert details
If the relevant documentation is available electronically, please indicate:	Click here and insert details (web address, issuing authority or body, precise reference of the documentation):
Is the economic operator guilty of grave professional misconduct ⁽²⁹⁾?	Yes ☐ No ☐
If yes, please provide details	Click here and insert details
	If yes has the economic operator taken self-cleaning measures?
	Yes ☐ No ☐
	If it has, please describe the measures taken: Click here and insert details
Has the economic operator entered into agreements with other economic operators aimed at distorting competition?	Yes ☐ No ☐
If yes, please provide details:	Click here and insert details
	If yes has the economic operator taken self-cleaning measures?
	Yes ☐ No ☐
	If it has, please describe the measures taken: Click here and insert details
Is the economic operator aware of any conflict of interest ⁽³⁰⁾ due to its participation in the procurement procedure?	Yes ☐ No ☐
If yes, please provide details	Click here and insert details
Has the economic operator or an undertaking related to it advised the contracting authority or contracting entity or otherwise been	Yes ☐ No ☐

²⁸ This information need not be given if exclusion of economic operators in one of the cases listed under letter a to f has been made mandatory under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

²⁹ Where applicable, see definitions in national law, the relevant notice or the procurement documents.

³⁰ As indicated in national law, the relevant notice or the procurement documents.

involved in the preparation of the procurement procedure?	
If yes, please provide details	Click here and insert details
Has the economic operator experienced that a prior public contract or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?	Yes ☐ No ☐
If yes, please provide details:	Click here and insert details
	If yes has the economic operator taken self-cleaning measures? Yes ☐ No ☐
	If it has, please describe the measures taken: Click here and insert details
Can the economic operator confirm that: (a) It has not been guilty of serious misinterpretation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria, (b) It has not withheld such information, (c) It has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and (d) It has not undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurements procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?	Yes ☐ No ☐

Part IV: Selection Criteria

Concerning the selection criteria (Section α of this part), the economic operator declares that:

α: GLOBAL INDICATION FOR ALL SELECTION CRITERIA

Meeting all required selection criteria	Answer
It satisfies the required selection criteria for this Competition as set out in the Tender Documents:	Yes ☐ No ☐

Part V: Reduction of Number of Qualified Candidates

Instructions for Bidders:

The bidder should only provide information where the public body has specified the objective and non-discriminatory criteria or rules to be applied in order to limit the number of candidates that will be invited to tender or to conduct a dialogue. This information, which can be accompanied by requirements concerning the (types of) certificates or forms of documentary evidence, if any, to be produced, is set out in the relevant Contract Notice.

The economic operator declares that:

The Economic Operator declares that	Answer
It meets the objective and non-discriminatory criteria or rules to be applied in order to limit the number of candidates in the following way:	Yes ☐ No ☐

The bidder declares that: It has all relevant certificates or other forms of documentary evidence as required in the relevant Contract Notice:	Yes ☐ No ☐
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If some of these certificates or form of documentary evidence are available electronically, please indicate for each: <u>The web address (text):</u> <u>The issuing authority or body:</u> <u>The precise reference of the documentation:</u>	
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Part VI: Concluding statements

1. *The undersigned formally declare that the information stated under Parts II – III above is accurate and that it has been set out in full awareness of the consequences of serious misrepresentation.*

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- (a) *The contracting authority has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge³¹, or*
- (b) *As of 18 October 2018, at the latest (³²), the contracting authority or contracting entity already possesses the documentation concerned.*

The undersigned formally consent to [identify the contracting authority as set out in Part 1, Section A], gaining access to documents supporting the information, which has been provided in [identify the Part/Section/Point(s) concerned] of this European Single Procurement Document for the purposes of [identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)].

2. *Date, place and signature(s):*

Signed: (Authorised Signatory)	
Block Capitals:	Click here and insert name
Position:	Click here and insert details
Company:	Click here and insert details
Registered Office:	Click here and insert address
	Click here and insert address
Date:	Click here and insert date

³¹ *On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access.*

³² *Depending on the national implementation of the second subparagraph of Article 59(5) of Directive 2014/24/EU*

ANNEX 4 – DATA PROTECTION NOTICE

As part of your response to the procurement documents for this competition you may provide personal data relating to you or your organisation, employees or other third parties. In the procurement documents, “Data Protection Law” means all applicable data protection law including, with effect from 25 May 2018, the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018; and the terms ‘personal data’, ‘process’, ‘controller’, ‘processor’ and ‘data subject’ shall have the meanings given to them under Data Protection Law.

Where you provide personal data relating to third parties, you must ensure that such third parties are made aware of the contents of this Data Protection Notice in full.

Where such personal data is provided, the relevant controller is the Authority. If you have any questions about our use of your personal data, please contact us at privacy@nationaltransport.ie. Alternatively you can get in touch with our Data Protection Officer at privacy@nationaltransport.ie.

We may process the following personal data as part of this competition:

- Name;
- Contact details;
- CV details (including but not limited to qualifications, education, experience, previous roles and responsibilities etc.);
- Details of proposed role(s) and responsibilities on this contract;
- Referee details; and
- Any other data provided by you as part of your submission.

We collect personal data from you directly, and from the following sources:

- Your organisation;
- Other members of your consortium; and
- Referees.

Any personal data provided will be processed for the purposes of the competition, the administration of any contract awarded on foot of this competition, reporting to any regulators or oversight bodies and/or any disputes relating to the competition or the contract. Our legal basis for processing such personal data in accordance with the provisions of this Data Protection Notice is that it is necessary for the exercise of official authority vested in us.

In connection with the above, we may disclose your personal data to various recipients including:

- Your employer;
- Other members of your consortium;
- Our third party service providers, such as advisors and contractors; and
- Regulators or oversight bodies.

If you are unsuccessful as part of the tender process, such personal data will be retained until three years after the conclusion of the tender process or the award of the contract to the successful party, whichever is later. If you are successful, and a contract is awarded to you at the end of the tender process, such personal data will be retained in accordance with our Record Retention Policy.

Any data subjects in respect of which we hold or process personal data have rights in relation to their personal data, including the right to request access to their data and, in certain circumstances to request rectification, erasure or restriction of the processing of their personal data. All such data subjects have the right to lodge a complaint with the Irish supervisory authority, the Data Protection Commission.

The procurement documents set out, in respect of each criterion or requirement, whether a response (including any personal data required in order to respond to the criterion or requirement) is required in order to avoid elimination from this competition. Even where a failure to respond or to provide relevant

personal data will not, of itself, lead to elimination, failure to provide such personal data may affect the completeness or quality of your response to the procurement documents (which may affect the assessment of such response).